

PROTECTIVE COVENANTS

WHEREAS, we, JOHN T. EGGETT JR. AND LARRY L. EGGETT, Trustees, are the owners and possessors of the following described property situated in Davis County, Utah,

ALL of EGGETT ESTATES, PLATS "A", "B" AND "C", Salt Lake Meridian, in the City of Bountiful, according to the official plat thereof.

And it is our desire and intent to place certain restrictions on the lots included within said subdivisions, to insure a uniform development therein, and to enhance the future value thereof.

NOW, THEREFORE, we do hereby state and declare that all of said lots in said subdivision shall be henceforth conveyed subject to the following:

1. No lot shall be used except for residential purposes. No Building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed one and two stories in height and a private garage and/or carport for not more than four cars.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to locations with respect to topography and finish grade elevation and to meet Bountiful City Requirements. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

The Architectural Control Committee is composed of RODNEY EGGETT, ROGER EGGETT AND MERLIN JOHNSON. A Majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenants. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

Any lot owner may apply for a variance to covenants by submitting in writing to Architectural Committee any necessary changes.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event of the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been duly complied with.

3. No dwelling shall be permitted on any lot at a cost of less than \$80,000.00 plus lot, based upon the cost levels prevailing on the date of these covenants, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling nor less than 1400 square feet (ground floor or main floor area), for a dwelling of more than one story, nor less than 1200 square feet (Main floor area) for a full two story dwelling. All dwellings shall be constructed with a minimum for 50% masonry.

No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. The minimum

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distance from the main building of the rear lot line shall be 15 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage and/or carport or other permitted accessory building may be located next to a side lot line in accordance with the Bountiful City Zoning Ordinance. Bountiful City can modify or change any of the above requirements.

5. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line or an area of less than 12,000 square feet, or such minimum as determined by Bountiful City.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot as shown on plat.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

11. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 3 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

14. These covenants are to run with the land and shall be binding on all persons and parties claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants are to be automatically extended for successive periods of ten years unless

an instrument signed by a majority of the owners of the lots has been recorded changing said covenants in whole or in part.

15. Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

16. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS OUR HANDS THIS 5th DAY OF April, A.D. 1986

John T. Eggett Jr.
JOHN T. EGGETT JR., Trustee

Larry L. Eggett
LARRY L. EGGETT, Trustee

STATE OF UTAH)

COUNTY OF DAVIS)

On the 5th day of April, A.D., 1986, personally appeared before me JOHN T. EGGETT JR. AND LARRY L. EGGETT, Trustees, the signers of the above instrument, who duly acknowledged to me that they executed the same.

COMMISSION EXPIRES: 12-28-86
RESIDING AT: Beth, Utah

William A. Johnson
NOTARY PUBLIC